

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LAKUS BROWN,

Plaintiff,

v.

THE CITY OF NEW YORK, P.O. TIMOTHY
MERRITT, and P.O.s JOHN and JANE DOE #1-10,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: <u>9/2/08</u>

**STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL**

07-CIV-11186 (RMB)(RLE)

WHEREAS, plaintiff LAKUS BROWN commenced this action by filing a complaint on or about December 12, 2007 alleging that certain of his federal and state rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff LAKUS BROWN the sum of **Twenty Thousand Dollars (\$20,000)** in full satisfaction of all claims, including claims for costs, expenses, and attorney's fees. In consideration for the payment of this sum, plaintiff

agrees to the dismissal of all claims against the named defendants, the City of New York and Timothy Merritt, with prejudice, and to release any present or former employees or agents of the City of New York and the New York City Police Department, including the defendants named herein as "P.O.s JOHN and JANE DOE #1-10" from any and all liability, claims, or rights of action under state or federal law that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses, and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens or Affidavit Concerning Liens.

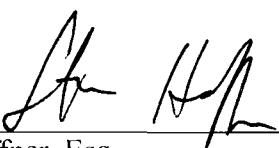
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of

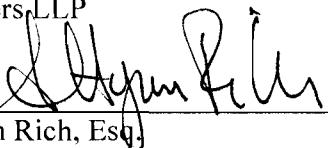
the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 2, 2008

By: 
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Attorney for Plaintiff Lakus Brown

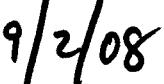
Linklaters LLP

By: 
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Attorneys for Defendant the City of New York
and Police Officer Timothy Merritt

SO ORDERED:


Honorable Richard M. Berman
United States District Judge


9/2/08